



Exhibit A - Contract Work Authorization Supplemental Terms

INTRODUCTION

1.0 A Contract Work Authorization ("CWA") is for Services as requested by Pacific Gas and Electric Company ("PG&E"). A CWA describes work to be performed by Consultant. Additional services shall be provided only as authorized by in a separate Change Order signed by authorized representatives of PG&E and Consultant.

2.0 **DEFINITIONS.** The definitions in the Supplemental Specific Conditions and the General Conditions, Section 1.0, "Definitions," are supplemented with the terms defined below:

2.1 **Change Order.** A Change Order is a written order to the Consultant signed by PG&E and Consultant, issued after the execution of the Contract, authorizing a change in the work and which may authorize an adjustment in the Contract fees or the Time(s) of Completion. As used in this Contract, the term "Change Order" includes a directive signed by PG&E and Consultant as to which agreement has been reached with the Consultant regarding any adjustment in the Contract fees or Time(s) of Completion.

2.2 **"PG&E Authorized Representative":** The Pacific Gas and Electric Company employee authorized to sign a Contract Work Authorization.

2.3 **Project Budget.** The Project Budget is the detailed, line item budget for the estimated Project Costs. A Sample Project Budget is attached hereto as Exhibit B1 to this Contract. The Project Budget shall be revised and updated, subject to approval by PG&E, as provided in this Contract.

2.4 **Project Contingency.** The Project Contingency is a reserve for contingencies established in the Project Budget, if applicable. Amounts shall be charged or credited to the Project Contingency, as reasonably determined by PG&E:

2.4.1 Costs incurred in excess of amounts provided on any other line item in the Project Budget, including unforeseen costs for which provision was not made in the Project Budget, shall be charged to the Project Contingency;

2.4.2 Costs attributable to any Change Orders, excluding only substantial changes in the scope of the Project which are initiated by PG&E, shall be charged or credited to the Project Contingency.

2.4.3 On the Final Completion Date, any budgeted amounts in excess of costs actually incurred shall be credited to the Project Contingency.

2.5 **Project Costs.** Project Costs are the fees and expenses charged by Consultant in carrying out the Project. Such costs shall be separately accounted for, and shall be charged against the Project Budget. Project Costs shall include Consultant's fees and expenses.

2.6 **Project Schedule.** The Project Schedule is a complete written schedule indicating the sequence and duration of various activities. The Project Schedule shall establish dates by which any information is to be provided or tasks are to be accomplished by Consultant.. The Project Schedule should identify key dependencies, including any major PG&E milestone, activities or accomplishments required to complete Consultant's task. A Sample Project Schedule is attached hereto as Exhibit B2. The Project Schedule shall be revised and updated, subject to approval by PG&E. The Project Schedule is for the administrative and management convenience of PG&E



and Project Manager and may not be relied upon by any Consultant in any way to establish any claims whatsoever, including claims for disruption or delay.

3.0 SCOPE OF WORK AND DELIVERABLES

3.1 Services Provided Under a CWA. Consultant shall provide Management Consulting Services for the Project described in a CWA.

3.2 Description of Work and Deliverables. Statement Of Work [Exhibit B] describes the work to be performed by Consultants. A clear detailed Statement of Work is to be provided by the Consultant and approved by PG&E and made part of the CWA.

4.0 WORK LOCATION.

Services may be performed at Consultant's place of business and in various locations throughout the Pacific Gas and Electric Company service territory, as required for successful completion of the work described in Section 3.

5.0 FEES AND EXPENSES

5.1 PG&E requests fixed fee, deliverable or milestone based quotations (collectively "Lump Sum Engagements"), supported by the Consultant delivery team's hours, rates, fees and expenses planned to complete the proposed work. An eight (8) hour day will be assumed for negotiation of all such fixed fee work, but fixed fee (lump sum) invoices will not provide detailed hourly breakdown. All travel and project related expenses will be billed at cost unless otherwise authorized by PG&E. Professional resources, fees and expenses shall be provided according to a planned timeline and utilization schedule as illustrated in Exhibit B1. Professional rates and budgeted fees shall not exceed those authorized in the Contract and shall clearly demonstrate all applicable adjustments (i.e. discounts, etc.). Amounts billed for Services performed by subcontractors shall be considered fees and not expenses and will be billed at applicable rates or the lump sum provided in the CWA.

5.1.2 Reimbursable Expenses

Unless provided otherwise in a CWA, Consultant shall, in accordance with the provisions set forth herein, be entitled to monthly reimbursements for travel related and other approved expenses reasonably and properly incurred by Consultant in connection with Consultant's performance of the Services. Consultant shall maintain copies of all receipts. Expenses will be billed at Consultant's actual cost and may not include any increase, mark up, burden or uplift. In no event shall PG&E be obligated to reimburse for any Expenses incurred in excess of the budgeted expense amount specified in the relevant CWA. Consultant may roll forward unbilled expenses until the final invoice for each Contract Work Authorization is paid. All pass-through reimbursable expenses will not be subject to early payment discounts or any other discounts or rebates. Any exception to these terms must be justified and approved in writing by PG&E. Reference section 6.2.4 of the General Conditions.

5.1.3 Expense Cap

Expenses will be capped at ten percent (10%) of the total Services fees for the applicable CWA unless otherwise approved in writing by PG&E. Other than mileage for travel to a PG&E facility, Expenses will be billed for out-of-town consultants only unless otherwise approved in writing by PG&E in the applicable CWA. Other than mileage for travel to a PG&E facility, no Expenses will be billed for in-town consultants unless otherwise approved in writing by PG&E in the applicable CWA. An "In-Town" consultant is defined as any resource that is based out of a Consultant office that is within sixty-five (65) miles of the PG&E facility where the Services are to be performed.



Whether out-of-town or In-Town, PG&E will not be charged for a Consultant's travel time. Consultant must adhere to IRS regulation standards for mileage reimbursement, including non-reimbursement of standard commute miles and mileage rates.

5.1.4 Meals

Reimbursement for meal expenses will be limited to out-of town consultants only. Consultants will be reimbursed for actual documented meal expenses up to a **maximum of fifty dollars (\$50.00) per day** including tax and tip. This is not a per diem. Consultants will not be reimbursed for alcoholic beverages. Any exception to these terms must be justified and approved in writing by PG&E. See section 6.2.4 of the General Terms and Conditions

5.1.5 Travel

Domestic air travel will be by means other than first or business class. Consultants shall make flight selections based on the lowest available airfare and may not make a selection based on personnel preference, e.g. airline, type of aircraft, seating preference or frequent flyer program.

5.1.6 Hotel

A maximum of \$200 per night shall be reimbursable in all locations except the city of San Francisco, CA, where a maximum of \$250 per night is allowed.

5.2 Consultants invoices shall be submitted to the PG&E Work Supervisor at the address listed on the CWA.

6.0 NOTIFICATION Consultant shall immediately notify PG&E regarding any problems which may significantly affect performance of Services by immediately notifying PG&E's Work Supervisor.



Exhibit B – Contract Work Authorization Template Requirements

PG&E – Management Consulting Services

This Contract Work Authorization (CWA) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "client") with <Insert Consultant Name> to perform the services described below.

The governing MSA for this work is Master Services Agreement #440000XXXX executed on XXXXXX, X, 201X and supersedes all other oral and written representation, understandings, or agreements relating to the subject matter hereof.

Engagement Objectives and Scope of Services:

Brief description of the situation, background of initiative, and expected outcome.

1. **Scope.** Define the initiative, project purpose, key objective(s), impacted lines of business(es)/stakeholder(s), and rationale.
2. **Deliverables, Milestones and Acceptance** [Key expected project outcomes, high-level milestones/decision points and the criteria that will be used to accept completion of project work]
3. List of Deliverables that will contain Consultant's name or other information that could identify Consultant as the source (unless specified, all Deliverables will be unbranded)
4. **Anticipated Timeframe, Project Schedule** [Exhibit B2] with activities, start and end dates and any key dependencies]
5. **Key Assumptions** [Assumptions used to base proposed team mix, duration of the project, expenses, risk, etc.]
6. **Team/Resource Description** [A description of all team members and resources (including subcontractors), levels and expertise, and their role/contribution to the project and its deliverables.]
7. **PG&E Role and Responsibilities** [Expectations of PG&E team members, sponsors, and managers to make the project successful]
8. **Professional Fees and Expenses** [Exhibit B1]
9. **PG&E and Consultant Work Supervisor Name, Number and email address**
10. **Work Location(s)**
11. **Other (Consider the following other areas).** Examples include:
 - Excluded work from scope
 - Consultant's approach, methodology, and tools employed to complete the described work
 - List of proprietary Consultant Knowledge or Tools subject to confidentiality in Section 25 of the General Conditions,
 - Additional factors unique to this project, Special qualification for personnel performing the work or names of individuals required to perform work
 - Special conditions that need to be considered
 - Special equipment or software required to perform the Work
 - Format requirements for deliverables drawings or reports (Hard copy or electronic)
 - Performance Criteria or guarantee including duration of warranty period
 - Time allowed for PG&E review of deliverables before final acceptance



Exhibit B1 –Sample Resource Schedule and Budget.

All requisite data must be provided by the Consultant in the format specified by this Exhibit. Any exceptions or deviations from this Exhibit must be approved by PG&E in writing. The completed Exhibit must agree with the detailed project Schedule (Exhibit B2).

Resource Schedule:		Billable Days	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Resource Title/Name*	Percent of Time		22	20	22	21	22	21	22	22	21	22	21	19	
Partner A	5%		8	100	8	8	8	8	8	8	8	8	8	188	
Director B	10%		16	150	16	16	16	16	16	16	16	16	16	326	
Manager C	15%		20	200	20	20	20	20	20	20	20	20	20	420	
Consultant D	10%		20	200	20	20	20	20	20	20	20	20	20	420	
Consultant E	10%		20	200	20	20	20	20	20	20	20	20	20	420	
Analyst F	25%		25	200	25	25	25	25	25	25	25	25	25	475	
Analyst G	25%		25	200	25	25	25	25	25	25	25	25	25	475	
Project Total	100%		134	1250	134	134	134	134	134	134	134	134	134	2724	
Full time equivalents (FTE's)			0.8375	7.8125	0.8375	0.8375	0.8375	0.8375	0.8375	0.8375	0.8375	0.8375	0.8375	0.8375	

*Indicate if subcontractor



Contract – Long Form
Attachment 1 – Specific Conditions

Project Budget:

Deliverable/Milestone A		Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Resource Title/Name*		Rate	Adj Rate											
Partner A	5%	\$ 300	\$ 300	\$ 2,400	\$ 30,000	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 37,200
Director B	10%	\$ 250	\$ 250	\$ 4,000	\$ 37,500	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 49,500
Manager C	15%	\$ 200	\$ 200	\$ 4,000	\$ 40,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 52,000
Consultant D	10%	\$ 175	\$ 175	\$ 3,500	\$ 35,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 45,500
Consultant E	10%	\$ 175	\$ 175	\$ 3,500	\$ 35,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 45,500
Analyst F	25%	\$ 150	\$ 150	\$ 3,750	\$ 30,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
Analyst G	25%	\$ 150	\$ 150	\$ 3,750	\$ 30,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 41,250
Expenses (if applicable)														\$ -
Project Total	100%			\$ 24,900	\$ 237,500	\$ 24,900	\$ 24,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 312,200
Deliverable/Milestone B														
Resource Title/Name*	% of Time	Rate	Adj Rate											
Partner A	5%	\$ 300	\$ 300			\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 19,200
Director B	10%	\$ 250	\$ 250			\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 32,000
Manager C	15%	\$ 200	\$ 200			\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 32,000
Consultant D	10%	\$ 175	\$ 175			\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 28,000
Consultant E	10%	\$ 175	\$ 175			\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 28,000
Analyst F	25%	\$ 150	\$ 150			\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 30,000
Analyst G	25%	\$ 150	\$ 150			\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 30,000
Expenses (if applicable)														
Project Total	100%			\$ -	\$ -	\$ -	\$ -	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 199,200
Total Project Budget														
Resource Title/Name*	% of Time	Rate	Adj Rate											
Partner A	5%	\$ 300	\$ 300	\$ 2,400	\$ 30,000	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 56,400
Director B	10%	\$ 250	\$ 250	\$ 4,000	\$ 37,500	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 81,500
Manager C	15%	\$ 200	\$ 200	\$ 4,000	\$ 40,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 84,000
Consultant D	10%	\$ 175	\$ 175	\$ 3,500	\$ 35,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 73,500
Consultant E	10%	\$ 175	\$ 175	\$ 3,500	\$ 35,000	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 73,500
Analyst F	25%	\$ 150	\$ 150	\$ 3,750	\$ 30,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 71,250
Analyst G	25%	\$ 150	\$ 150	\$ 3,750	\$ 30,000	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 71,250
Expenses (if applicable)														
Project Total	100%			\$ 24,900	\$ 237,500	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 24,900	\$ 511,400
*Indicate if subcontractor														



Exhibit B2 -Sample Project Schedule

SAMPLE PROJECT SCHEDULE

Task ID Number	Task Name	Duration in Days	Start Date	End Date	Finish Date	Chart Progress								
						Q 1			Q 2			Q 3		
						J	F	M	A	M	J	J	A	S



Exhibit C – Bill Rate Table and Other Commercial Terms

Hourly Personnel Rates: For time and material engagements, professional fees for the below three lines of Services will be charged on an hourly basis at hourly rate amounts set forth below. For Lump Sum Engagements, professional fees for the below three lines of Services will be charged on the basis of the fixed fee(s) as agreed in the CWA; the below hourly personnel rates applied to estimated effort (hours) will serve as the basis for proposing on such work.

Consultant's Title:	Partner	Director	Manager	Senior	Associate
Title Equivalent:	Principal	Sr. Manager	Manager	Sr. Consultant	Consultant / Analyst
Service Line	Financial	\$ 499	\$ 394	\$ 335	\$ 259
	Operations	\$ 499	\$ 404	\$ 329	\$ 267
	Strategy	\$ 599	\$ 479	\$ 392	\$ 292
					\$ 167
					\$ 172
					\$ 174

Volume Rebate: A volumetric cash adjustment will be calculated on each Contract anniversary using the total professional fees paid by PG&E in the preceding 12-month period for Services based on the above rate table, and shall not include expenses or amounts paid for subcontractors. Adjustments will be payable within forty-five (45) days of each Contract anniversary. The adjustment percentage shall be calculated using the table below, then multiplied by the professional fees paid within the applicable fee tranche to calculate the adjustment amount due.

If Annual Professional Fees Paid Are	Then Year-End Rebate % Applied to Fees In the Applicable Fee Tranche
0 – \$19,999,999	0
\$20,000,000 – 29,999,999	7%
\$30,000,000	9%

Examples: For invoices paid totaling \$20,200,000 in a 12 month Contract year, the 7% rebate tier would apply and would amount to a rebate of \$14,000 for that cycle. For invoices paid totaling \$35,500,000 in a 12 month Contract year, the rebate would be \$1,195,000 for that cycle.

Expenses: Actual expenses will be billed as incurred. Unless provided otherwise in the CWA, aggregate expenses shall not exceed 10% of aggregate professional fees. Consultant may roll forward unbilled expenses until the final invoice for each Contract Work Authorization.

Tenure Discounts: Consultant shall provide an additional up-front discount of ten percent (10%) on all fixed fee projects that are forecasted to continue beyond six (6) months in duration and are forecasted to generate one million dollars (\$1,000,000.00) in professional fees, excluding expenses and subcontractor fees. This discount amount does not apply to amounts paid under a Change Order. This discount will not apply to contingency fee/fee risk sharing engagements or to services for which the above rate table does not apply, or to engagements for which the parties specify an alternative fee agreement or rate table in the applicable CWA.

No Bid Discounts: For projects that are not subject to a competitive bid process and are directly awarded to Consultant, both Consultant and PG&E agree to consider inclusion of a five percent (5%) discount on said project.



Early Payment Discount: The early payment discount provided in Section 6.1.3 of the General Conditions shall apply for CWAs under these Specific Conditions.

Continuous Improvement: For the duration of the contract Consultant shall provide at least two continuous improvement ideas annually for PG&E to consider.

Diversity Goal: Consultant is committed to an annual diverse subcontracting goal of 21.5% of aggregate fees under this Contract.



Exhibit D – Firm Activity Report

PG&E may request the information below in MS Excel format, on a quarterly basis. PG&E will initiate the request process.

Project Information

- CWA or PO number
- Project Type
- Project name or short description
- Project status
- PG&E functional area
- PG&E executive sponsor
- PG&E Project Supervisor
- Consultant Project Manager
- Consultant Project Manager's Email
- Active project time (weeks of reporting quarter)
- Number of Full-Time Equivalent employees staffed by level
- Invoiced fees and expenses for the reporting quarter
- Invoiced diverse fees and expenses for the reporting quarter
- Invoiced fees and expenses for the project to date
- CWA authorized spend amount

Areas of Investment or Opportunity

- Description of Consultant investment or perceived opportunity
- PG&E functional area
- Current or Desired PG&E contact
- Consultant Project Manager (if applicable)
- Consultant Project Manager's email (if applicable)
- Active investment time (weeks in reporting quarter)
- Number of Full-Time Equivalent employees invested by level

Issues or Concerns requiring PG&E Relationship Manager Attention